

10:58 AM  
02/27/08  
Accrual Basis

**REY REY PRODUCE SFO, INC.**  
**Sales by Customer Summary**  
January 1, 2006 through February 27, 2008

<b>Mis Amigos Meat Market</b>													
	Jan 06	Feb 06	Mar 06	Apr 06	May 06	Jun 06	Jul 06	Aug 06	Sep 06	Oct 06	Nov 06	Dec 06	TOTAL
	0.00	60,156.30	59,631.45	61,960.45	64,429.00	50,004.25	57,487.00	42,799.55	27,199.70	30,396.15	15,423.15	11,098.00	480,585.00
<b>TOTAL</b>	<b>60,156.30</b>	<b>59,631.45</b>	<b>61,960.45</b>	<b>64,429.00</b>	<b>50,004.25</b>	<b>57,487.00</b>	<b>42,799.55</b>	<b>27,199.70</b>	<b>30,396.15</b>	<b>15,423.15</b>	<b>11,098.00</b>	<b>480,585.00</b>	

<b>Mis Amigos Meat Market</b>														
	Jan 07	Feb 07	Mar 07	Apr 07	May 07	Jun 07	Jul 07	Aug 07	Sep 07	Oct 07	Nov 07	Dec 07	TOTAL	
	23,030.25	37,685.50	61,945.60	50,488.85	55,851.15	45,858.90	31,512.30	21,917.20	16,547.30	27,288.40	25,815.58	30,502.58	428,443.61	
<b>TOTAL</b>	<b>23,030.25</b>	<b>37,685.50</b>	<b>61,945.60</b>	<b>50,488.85</b>	<b>55,851.15</b>	<b>45,858.90</b>	<b>31,512.30</b>	<b>21,917.20</b>	<b>16,547.30</b>	<b>27,288.40</b>	<b>25,815.58</b>	<b>30,502.58</b>	<b>428,443.61</b>	

**EXHIBIT 1**

11:25 AM  
02/27/08  
Accrual Basis

**Rey Rey Produce SFO, Inc**  
**Cash and Collection A/R**

Type	Date	Num	Name	Memo	Amount
Payment	03/08/2006	8196	Mis Amigos Meat Market	Check	13,689.00
Payment	03/20/2006	8347	Mis Amigos Meat Market	Check	25,534.55
Payment	04/04/2006	8460	Mis Amigos Meat Market	Check	22,709.25
Payment	04/24/2006	8600	Mis Amigos Meat Market	Check	22,837.90
Payment	05/15/2006	8850	Mis Amigos Meat Market	Check	49,998.00
Payment	06/01/2006	8994	Mis Amigos Meat Market	Check	46,034.50
Payment	06/19/2006	9128	Mis Amigos Meat Market	Check	45,604.00
Payment	07/03/2006	9266	Mis Amigos Meat Market	Check	26,183.00
Payment	07/17/2006	9409	Mis Amigos Meat Market	Check	20,893.50
Payment	07/31/2006	9546	Mis Amigos Meat Market	Check	22,472.75
Payment	08/14/2006	1309	Mis Amigos Meat Market	Check	20,589.25
Payment	08/31/2006	1369	Mis Amigos Meat Market	Check	26,156.50
Payment	09/18/2006	1474	Mis Amigos Meat Market	Check	19,082.00
Payment	10/02/2006	1612	Mis Amigos Meat Market	Check	18,864.50
Payment	10/23/2006	1863	Mis Amigos Meat Market	Check	21,402.55
Payment	11/17/2006	1977	Mis Amigos Meat Market	Check	20,601.70
Payment	12/01/2006	2186	Mis Amigos Meat Market	Check	15,293.90
Payment	12/02/2006	2250	Mis Amigos Meat Market	Check	11,409.75
Payment	01/03/2007	2554	Mis Amigos Meat Market	Check	15,156.50
Payment	01/29/2007	2806	Mis Amigos Meat Market	Check	15,485.90
Payment	02/26/2007	2988	Mis Amigos Meat Market	Check	22,727.75
Payment	03/15/2007	3090	Mis Amigos Meat Market	Check	24,943.25
Payment	04/05/2007	3235	Mis Amigos Meat Market	Check	13,208.75
Payment	04/06/2007	3388	Mis Amigos Meat Market	Check	4,538.25
Payment	04/23/2007	3509	Mis Amigos Meat Market	Check	17,309.00
Payment	05/10/2007	3627	Mis Amigos Meat Market	Check	31,538.10
Payment	05/23/2007	3773	Mis Amigos Meat Market	Check	22,487.85
Payment	06/07/2007	3892	Mis Amigos Meat Market	Check	27,279.65
Payment	06/25/2007	4025	Mis Amigos Meat Market	Check	21,829.00
Discount	07/16/2007		Mis Amigos Meat Market	Check	16.00
Payment	07/23/2007	4136	Mis Amigos Meat Market	Check	38,310.45
Payment	08/02/2007	4279	Mis Amigos Meat Market	Check	12,880.25
Payment	08/13/2007	4411	Mis Amigos Meat Market	Check	30,840.45
Payment	08/29/2007	4530	Mis Amigos Meat Market	Check	16,838.35
Payment	09/04/2007	4683	Mis Amigos Meat Market	Check	13,260.95
Payment	10/01/2007	4811	Mis Amigos Meat Market	Check	13,522.50
Payment	10/22/2007	4990	Mis Amigos Meat Market	Check	2,982.00
Payment	10/22/2007	5156	Mis Amigos Meat Market	Check	12,953.00
Payment	11/19/2007	5427	Mis Amigos Meat Market	Check	11,957.50
Payment	12/10/2007	5806	Mis Amigos Meat Market	Check	18,104.90
Payment	12/18/2007	6037	Mis Amigos Meat Market	Replaced Ch 5806 NSF	18,139.90
Payment	01/02/2008	6037	Mis Amigos Meat Market	Re-Deposit Ch 6037 NSF	18,139.90

**Total 873,806.75**

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01/17/08  
Accrual Basis

**REY REY PRODUCE SFO, INC.**  
**Customer Open Balance**  
**All Transactions**

Type	Date	Num	Memo	Due Date	Open Balance	Balance
<b>MIS AMIGOS MEAT MARKET, INC.</b>						
Invoice	04/17/2007	65779		05/17/2007	36.00	36.00
Invoice	05/01/2007	66316		05/31/2007	18.00	54.00
Invoice	05/08/2007	66479		06/07/2007	256.00	310.00
Invoice	05/18/2007	66826		06/17/2007	84.00	394.00
Invoice	05/18/2007	66828		06/17/2007	2,586.00	2,980.00
Invoice	05/22/2007	66841		06/21/2007	24.00	3,004.00
Invoice	05/22/2007	66843		06/21/2007	20.00	3,024.00
Invoice	05/25/2007	67113		06/24/2007	39.00	3,063.00
Invoice	05/30/2007	67133		06/29/2007	52.00	3,115.00
Invoice	05/30/2007	67134		06/29/2007	34.50	3,149.50
Invoice	05/31/2007	67323		06/30/2007	597.00	3,746.50
Invoice	06/01/2007	67333		07/01/2007	1,456.00	5,202.50
Invoice	06/08/2007	68087		07/08/2007	93.00	5,295.50
Invoice	07/07/2007	68664		08/06/2007	434.00	5,729.50
Invoice	10/03/2007	72122		11/02/2007	469.00	6,198.50
Invoice	10/23/2007	72623		11/22/2007	550.50	6,749.00
Invoice	10/23/2007	72624		11/22/2007	924.00	7,673.00
Invoice	10/23/2007	72625		11/22/2007	1,048.50	8,721.50
Invoice	10/26/2007	72721		11/25/2007	740.50	9,462.00
Invoice	10/26/2007	72722		11/25/2007	779.00	10,241.00
Invoice	10/26/2007	72723		11/25/2007	324.00	10,565.00
Invoice	10/30/2007	72829		11/29/2007	1,145.50	11,710.50
Invoice	10/30/2007	72830		11/29/2007	3,512.50	15,223.00
Invoice	11/02/2007	72904		12/02/2007	586.50	15,809.50
Invoice	11/02/2007	72906		12/02/2007	435.50	16,245.00
Invoice	11/02/2007	72905		11/02/2007	3,632.10	19,877.10
Invoice	11/03/2007	72971		11/03/2007	604.50	20,481.60
Invoice	11/06/2007	73012		12/06/2007	672.50	21,154.10
Invoice	11/06/2007	73013		11/06/2007	2,767.60	23,921.70
Invoice	11/06/2007	73014		12/06/2007	209.00	24,130.70
Invoice	11/09/2007	73116		11/09/2007	2,743.50	26,874.20
Credit Memo	11/09/2007	4265	73116	11/09/2007	-12.00	26,862.20
Invoice	11/10/2007	73170		12/10/2007	960.00	27,822.20
Invoice	11/10/2007	73171		11/10/2007	288.50	28,110.70
Invoice	11/13/2007	73185		11/13/2007	2,643.00	30,753.70
Invoice	11/16/2007	73266		12/16/2007	457.00	31,210.70
Invoice	11/16/2007	73267		12/16/2007	311.00	31,521.70
Invoice	11/17/2007	73324		12/17/2007	349.00	31,870.70
Invoice	11/21/2007	73408		12/21/2007	826.00	32,696.70
Credit Memo	11/21/2007	4267	73408	12/21/2007	-155.00	32,541.70
Invoice	11/24/2007	73461		12/24/2007	2,756.00	35,297.70
Invoice	11/24/2007	73462		12/24/2007	1,068.50	36,366.20
Credit Memo	11/24/2007	4268	73461	12/24/2007	-414.00	35,952.20
Credit Memo	11/24/2007	4269	73462	12/24/2007	-191.00	35,761.20
Invoice	11/27/2007	73512		12/27/2007	2,014.50	37,775.70
Credit Memo	11/27/2007	4270	73512	12/27/2007	-38.00	37,737.70
Invoice	11/30/2007	73605		12/30/2007	3,320.00	41,057.70
Invoice	11/30/2007	FC 20	Finance Charge	11/30/2007	201.88	41,259.58
Credit Memo	11/30/2007	4272	73605	12/30/2007	-324.00	40,935.58
Invoice	12/01/2007	73647		12/31/2007	360.00	41,295.58
Invoice	12/04/2007	73681		01/03/2008	838.50	42,134.08

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Accrual Basis

**REY REY PRODUCE SFO, INC.**  
**Customer Open Balance**  
**All Transactions**

Invoice	12/07/2007	73775		01/06/2008	3,118.50	45,252.58
Invoice	12/07/2007	73776		01/06/2008	951.00	46,203.58
Invoice	12/11/2007	73853		01/10/2008	913.50	47,117.08
Invoice	12/14/2007	73958		01/13/2008	3,682.00	50,799.08
Invoice	12/14/2007	73959		12/14/2007	574.60	51,373.68
Invoice	12/18/2007	74069		01/17/2008	1,526.50	52,900.18
Invoice	12/21/2007	74109		01/20/2008	5,484.00	58,384.18
Invoice	12/21/2007	6037	NSF FEE CH #6037	01/20/2008	35.00	58,419.18
Credit Memo	12/21/2007	4280	74109	01/20/2008	-36.50	58,382.68
Invoice	12/27/2007	74232		01/26/2008	5,977.00	64,359.68
Credit Memo	12/27/2007	4282	74232	01/26/2008	-19.00	64,340.68
Invoice	12/28/2007	74263		12/28/2007	2,402.60	66,743.28
Credit Memo	12/28/2007	4283	74263	12/28/2007	-133.50	66,609.78
Invoice	12/31/2007	74334		12/31/2007	4,388.00	70,997.78
Invoice	12/31/2007	FC 26	Finance Charge	12/31/2007	629.88	71,627.66
Credit Memo	12/31/2007	4285	74334	12/31/2007	-182.50	71,445.16
General Journal	01/08/2008	NSF 6037	NSF CH #6037		18,139.90	89,585.06
General Journal	01/08/2008	NSF 6037	NSF FEE CH #6037		35.00	89,620.06
<b>Total</b>					<b>89,620.06</b>	<b>89,620.06</b>

**MIS AMIGOS MEAT MARKET, INC**  
3005 WILLOW PASS RD.  
BAY POINT, CA 94565

925-260-3897 Uriel's Cell.  
925-458-8040 Alejandro Costa, Accounting  
925-458-9229 Fax

**MIS AMIGOS MEAT MARKET**  
400 KING SOUTH RD.  
SAN JOSE, CA 95116

408-347-1250 Phone  
408-347-0771 Fax

**MIS AMIGOS MEAT MARKET**  
120 MAIN STREET  
WOODLAND, CA 95695

530-668-1259 Phone  
530-668-8969 Fax

rey rey v. mis amigos

Rate Period ..... : Annual

Nominal Annual Rate .... : 18.000 %

Effective Annual Rate ... : Undefined

Periodic Rate ..... : 18.00000 %

Daily Rate ..... : 0.04932 %

#### AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Loan	Payment	Interest	Interest	Principal	Balance Due		
			Accrued	Paid	Paid	Interest	Principal	Total
Loan 05/17/2007	36.00		0.00	0.00	0.00	0.00	36.00	36.00
Loan 05/31/2007	18.00		0.25	0.00	0.00	0.25	54.00	54.25
Loan 06/07/2007	256.00		0.19	0.00	0.00	0.44	310.00	310.44
Loan 06/17/2007	2,586.00		1.53	0.00	0.00	1.97	2,896.00	2,897.97
Loan 06/17/2007	84.00		0.00	0.00	0.00	1.97	2,980.00	2,981.97
Loan 06/21/2007	20.00		5.88	0.00	0.00	7.85	3,000.00	3,007.85
Loan 06/21/2007	24.00		0.00	0.00	0.00	7.85	3,024.00	3,031.85
Loan 06/24/2007	39.00		4.47	0.00	0.00	12.32	3,063.00	3,075.32
Loan 06/29/2007	34.50		7.55	0.00	0.00	19.87	3,097.50	3,117.37
Loan 06/29/2007	52.00		0.00	0.00	0.00	19.87	3,149.50	3,169.37
Loan 06/30/2007	597.00		1.55	0.00	0.00	21.42	3,746.50	3,767.92
Loan 07/01/2007	1,456.00		1.85	0.00	0.00	23.27	5,202.50	5,225.77
Loan 07/08/2007	93.00		17.96	0.00	0.00	41.23	5,295.50	5,336.73
Loan 08/06/2007	434.00		75.73	0.00	0.00	116.96	5,729.50	5,846.46
Loan 11/02/2007	469.00		248.64	0.00	0.00	365.60	6,198.50	6,564.10
Loan 11/22/2007	1,048.50		61.14	0.00	0.00	426.74	7,247.00	7,673.74
Loan 11/22/2007	550.50		0.00	0.00	0.00	426.74	7,797.50	8,224.24
Loan 11/22/2007	924.00		0.00	0.00	0.00	426.74	8,721.50	9,148.24
Loan 11/25/2007	740.50		12.90	0.00	0.00	439.64	9,462.00	9,901.64
Loan 11/25/2007	779.00		0.00	0.00	0.00	439.64	10,241.00	10,680.64
Loan 11/25/2007	324.00		0.00	0.00	0.00	439.64	10,565.00	11,004.64
Loan 11/29/2007	1,145.50		20.84	0.00	0.00	460.48	11,710.50	12,170.98
Loan 11/29/2007	3,512.50		0.00	0.00	0.00	460.48	15,223.00	15,683.48
Loan 12/02/2007	3,632.10		22.52	0.00	0.00	483.00	18,855.10	19,338.10
Loan 12/02/2007	586.50		0.00	0.00	0.00	483.00	19,441.60	19,924.60
Loan 12/02/2007	435.50		0.00	0.00	0.00	483.00	19,877.10	20,360.10
Loan 12/03/2007	604.50		9.80	0.00	0.00	492.80	20,481.60	20,974.40
Loan 12/04/2007	2,342.00		10.10	0.00	0.00	502.90	22,823.60	23,326.50
Loan 12/04/2007	877.50		0.00	0.00	0.00	502.90	23,701.10	24,204.00
Loan 12/06/2007	311.00		23.38	0.00	0.00	526.28	24,012.10	24,538.38
Loan 12/06/2007	2,767.60		0.00	0.00	0.00	526.28	26,779.70	27,305.98
Loan 12/06/2007	672.50		0.00	0.00	0.00	526.28	27,452.20	27,978.48
Loan 12/06/2007	209.00		0.00	0.00	0.00	526.28	27,661.20	28,187.48
Loan 12/10/2007	960.00		54.56	0.00	0.00	580.84	28,621.20	29,202.04
Loan 12/10/2007	288.50		0.00	0.00	0.00	580.84	28,909.70	29,490.54
Loan 12/13/2007	2,643.00		42.77	0.00	0.00	623.61	31,552.70	32,176.31
Loan 12/16/2007	457.00		46.68	0.00	0.00	670.29	32,009.70	32,679.99
Loan 12/17/2007	349.00		15.79	0.00	0.00	686.08	32,358.70	33,044.78
Loan 12/19/2007	2,731.50		31.92	0.00	0.00	718.00	35,090.20	35,808.20
Loan 12/21/2007	671.00		34.61	0.00	0.00	752.61	35,761.20	36,513.81
Loan 12/21/2007	35.00		0.00	0.00	0.00	752.61	35,796.20	36,548.81
Loan 12/24/2007	838.50		52.96	0.00	0.00	805.57	36,634.70	37,440.27
Loan 12/27/2007	1,976.50		54.20	0.00	0.00	859.77	38,611.20	39,470.97
Loan 12/30/2007	2,996.00		57.12	0.00	0.00	916.89	41,607.20	42,524.09
Loan 12/30/2007	3,118.50		0.00	0.00	0.00	916.89	44,725.70	45,642.59
Loan 12/31/2007	360.00		22.06	0.00	0.00	938.95	45,085.70	46,024.65
2007 Totals	45,085.70	0.00	938.95	0.00	0.00			

EXHIBIT 2

rey rey v. mis amigos

	Date	Loan	Payment	Interest	Interest	Principal	Balance Due		Total
				Accrued	Paid	Paid	Interest	Principal	
Loan	01/06/2008	951.00		133.40	0.00	0.00	1,072.35	46,036.70	47,109.05
Loan	01/06/2008	913.50		0.00	0.00	0.00	1,072.35	46,950.20	48,022.55
Loan	01/08/2008	35.00		46.31	0.00	0.00	1,118.66	46,985.20	48,103.86
Loan	01/08/2008	18,104.90		0.00	0.00	0.00	1,118.66	65,090.10	66,208.76
Loan	01/13/2008	574.60		160.50	0.00	0.00	1,279.16	65,664.70	66,943.86
Loan	01/13/2008	3,682.00		0.00	0.00	0.00	1,279.16	69,346.70	70,625.86
Loan	01/17/2008	1,526.50		136.79	0.00	0.00	1,415.95	70,873.20	72,289.15
Loan	01/20/2008	5,447.50		104.85	0.00	0.00	1,520.80	76,320.70	77,841.50
Loan	01/26/2008	5,958.00		225.83	0.00	0.00	1,746.63	82,278.70	84,025.33
Loan	01/28/2008	2,269.10		81.15	0.00	0.00	1,827.78	84,547.80	86,375.58
Loan	01/31/2008	4,205.50		125.08	0.00	0.00	1,952.86	88,753.30	90,706.16
1	03/17/2008		92,719.52	2,013.36	3,966.22	88,753.30	0.00	0.00	0.00
	2008 Totals		43,667.60	92,719.52	3,027.27	3,966.22	88,753.30		
	Grand Totals			88,753.30	92,719.52	3,966.22	3,966.22	88,753.30	

1 BART M. BOTTA, SBN 167051  
 2 MARION I. QUESENBERY, SBN 072308  
 3 RYNN & JANOWSKY, LLP  
 4 4100 Newport Place Drive, Suite 700  
 5 Newport Beach, CA 92660  
 Telephone: (949) 752-2911  
 Facsimile: (949) 752-0953

6 Attorneys for Plaintiff  
 7 REY REY PRODUCE SFO, INC.

8  
 9 UNITED STATES DISTRICT COURT

10 FOR THE NORTHERN DISTRICT OF CALIFORNIA

11  
 12 SAN FRANCISCO DIVISION

13 REY REY PRODUCE SFO, INC., a  
 14 California Corporation,

15 Plaintiff,

16 v.

17 MIS AMIGOS MEAT MARKET,  
 18 INC., a California Corporation; URIEL  
 19 GONZALEZ, an individual;  
 20 ALEJANDRO COSTA, an individual,

21 Defendants.

22 CASE NO.

23 [PROPOSED] TEMPORARY  
 24 RESTRAINING ORDER AND  
 25 ORDER TO SHOW CAUSE RE  
 PRELIMINARY  
 INJUNCTION AND PROPOSED  
 PRELIMINARY INJUNCTION

26 Upon review of the Complaint of Plaintiff REY REY PRODUCE SFO, INC.  
 27 ("RRSFO"), (hereinafter referred to as "Plaintiff"), on file in the above-captioned  
 28 action, and the declarations, exhibits and Memorandum of Points and Authorities  
 in support of Plaintiffs' Motion for a Temporary Restraining Order and/or  
 Preliminary Injunction submitted therewith, and all documents provided by  
 Defendants MIS AMIGOS MEAT MARKET, INC. ("MAMM"), a corporation;

**EXHIBIT 3**

LAW OFFICES  
 RYNN & JANOWSKY  
 4100 NEWPORT PLACE DRIVE  
 SUITE 700  
 NEWPORT BEACH, CALIFORNIA 92660-2423  
 (949) 752-2911  
 FAX (949) 752-0953

1 URIEL GONZALEZ ("UG"), an individual; and ALEJANDRO COSTA ("AC"),  
 2 an individual; (hereinafter referred to collectively as "Defendants"), in opposition  
 3 thereto, if any, and it appearing to the satisfaction of the Court that this is a proper  
 4 case for granting a Temporary Restraining Order and Order to Show Cause,

5 IT IS HEREBY ORDERED that Defendants appear in Courtroom \_\_\_\_ of  
 6 the U.S. District Court for the Northern District of California, San Francisco  
 7 Division, 450 Golden Gate Avenue, Courtroom \_\_\_, San Francisco, CA 94102 on  
 8 \_\_\_\_\_, 2008, at \_\_\_\_\_.m., or as soon thereafter as the matter may be  
 9 heard, then and there to show cause, if any they have, why they, their agents,  
 10 bankers, subsidiaries, successors, assignees, principals, employees, attorneys, and  
 11 representatives should not be restrained and preliminarily enjoined during the  
 12 pendency of this action, pursuant to Rule 65 of the Federal Rules of Civil  
 13 Procedure, from engaging in, committing, or performing directly and indirectly,  
 14 any and all of the following acts:

15       A. Removing, withdrawing, transferring, assigning or selling to any other  
 16 person or entity, the proceeds from the sales of any or all existing or future  
 17 inventories of food or other products derived from perishable agricultural  
 18 commodities, and/or receipts of payment for products sold prior to the date of this  
 19 order and/or otherwise disposing of assets, books or funds;

20       B. Taking any other action whatsoever which causes, has the effect of  
 21 causing, or which otherwise dissipates Plaintiffs' beneficiary interests in trust  
 22 assets of the Perishable Agricultural Commodities Act ("PACA") [7 U.S.C. §499e  
 23 *et seq.*];

24       C. Taking any other action whatsoever which violates 7 U.S.C.  
 25 §499e(c)(1) through (4), inclusive, and 7 U.S.C. §499b(4) [§2 of PACA].

26 IT IS FURTHER ORDERED that Defendants, their officers, directors,  
 27 bankers, agents, subsidiaries, successors, assignees, principals, assignors, attorneys  
 28 and persons acting in concert with them, appear at the same time and place to show

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cause, if any they have, why they should not be commanded by order of this Court and required to distribute PACA Trust assets in the amount of at least \$96,839.52 which includes \$88,753.30, the cumulative amount of the PACA Trust principal owing to Plaintiff, plus \$3,966.22 in finance charges through March 17, 2008, calculated at the agreed-upon rate of 1-1/2% per month, plus reasonable attorney's fees in the amount of \$3,770.00 plus filing fees of \$350.00.

IT IS FURTHER ORDERED that pending the hearing and determination of the foregoing Order to Show Cause, Defendants, their agents, bankers, subsidiaries, successors, assignees, principals, attorneys, and persons acting in concert with them shall be and hereby are prevented from transferring, withdrawing or in any other manner removing Perishable Agricultural Commodities Act [7 U.S.C. §499e *et seq.*] trust assets, including funds on deposit in banking accounts held by or on behalf of Defendants, from Defendants' banking accounts, including but not limited to Defendants' accounts at Bank of the West, account number 183151240, or any other banking account subsequently determined to be standing in Defendants' names, or any one of them.

IT IS FURTHER ORDERED that pending the hearing and determination of the foregoing Order to Show Cause, and continuing thereafter, Defendants and their counsel, agents, or representatives, shall be preliminarily enjoined from engaging in, committing, or performing directly and indirectly, any and all of the following acts:

D. Removing, withdrawing, transferring, assigning or selling to any other person or entity, the proceeds from the sales of any or all existing or future inventories of food or other products derived from perishable agricultural commodities, and/or receipts of payment for products or crops sold prior to the date of this order and/or otherwise disposing of assets, books or funds;

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1           E. Taking any other action whatsoever which causes, has the effect of  
2 causing, or which otherwise dissipates Plaintiffs' beneficiary interests in the trust  
3 assets;

4           F. Taking any other action whatsoever which violates 7 U.S.C.  
5 §499e(c)(1) through (4), inclusive, and 7 U.S.C. §499b(4) [§2 of Perishable  
6 Agricultural Commodities Act ("PACA")].

7           IT IS FURTHER ORDERED that in the event Defendants lack sufficient  
8 funds to promptly deposit the sums described above, Defendants shall be and  
9 hereby are required and ordered to:

10          G. Immediately account to the Court and Plaintiff for all assets of the  
11 PACA trust from commencement of Defendants' business through the date of this  
12 Order.

13          H. Immediately assign Defendants' produce related receivables to  
14 Plaintiffs for collection until Plaintiff is fully paid, and deposit and/or deliver  
15 complete accounts, records, and information of all of said receivables to Plaintiff's  
16 counsel without charge to the trust, and subject to Plaintiff's counsel making a  
17 weekly accounting for all receivables received or collected by Plaintiff's counsel in  
18 that regard. Plaintiff's counsel shall act as trustee in connection with its duties of  
19 collection of the accounts receivable and shall deposit any cash assets of the trust  
20 which are collected under this order in a trust account.

21          I. Endorse any checks made, endorsed or paid, to Defendants which are  
22 trust assets and which are in their possession or obtainable by Defendants at the  
23 time of the entry of this Order, or which Defendants obtain or which become  
24 obtainable by Defendants after the entry of this Order, including but not limited to  
25 checks representing payment for sales of growing crops, and shall deliver said  
26 assets within 48 hours of Defendants' receipt of them to Plaintiff's counsel as set  
27 forth above. Likewise, Defendants shall deliver any cash assets of the PACA trust  
28 which are in its possession or are obtainable by Defendants at the time of the entry

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of this order, or which Defendants obtain or which become obtainable by Defendants after entry of this Order, within 48 hours of Defendants' receipt of them to Plaintiff's counsel.

J. File weekly with this Court satisfactory evidence of compliance with the terms of this Order.

IT IS FURTHER ORDERED that pending the hearing and determination of the foregoing Order to Show Cause, and continuing thereafter, Plaintiff and its counsel, agents, or representatives, shall have full and complete and continuing access to all of Defendants' books and records, which shall include but not necessarily be limited to, Defendants' accounts receivable and payable ledgers, invoices, ledgers, computer runs, bank statements and canceled checks, relating to Defendants' business and personal financial status from commencement of Defendants' business activities forward for the purpose of verifying Defendants' accountings required by this Order and for enforcement of this Order. Defendants shall, upon 2 business days notice by Plaintiff's counsel, allow inspection and copying of the books and records of said Defendants by Plaintiff or their representatives at Defendants' place of business.

IT IS FURTHER ORDERED that pending the hearing and determination of the foregoing Order to Show Cause, and continuing thereafter, Plaintiff shall be entitled to depose, under oath, at reasonable times and places, upon at least 2 business days notice, Defendants and/or Defendants' other principals, owners, directors, officers, shareholders, employees, agents and accountants concerning any matter pertaining to any accounting due pursuant to this Order, any books or records which Plaintiff is entitled to inspect under this Order, the trust assets or any of Defendants' business assets, and/or Defendants' business practices, procedures or operations from commencement of Defendants' business activities.

IT IS FURTHER ORDERED that Plaintiff is to serve copies of this Order and all pleadings and other papers in support of the Order on or before

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1 \_\_\_\_\_. Defendants shall file an Opposition, if any, to the Order to Show  
2 Cause on or before \_\_\_\_\_ p.m. on \_\_\_\_\_, 2008 and shall personally  
3 serve Plaintiff's counsel with a copy of said opposition by the same deadline.  
4 Plaintiff shall file and serve on Defendants a Reply to Defendants' Opposition on  
5 or before \_\_\_\_\_ m. on \_\_\_\_\_, 2008.

6 IT IS FURTHER ORDERED that no bond shall be required to be posted by  
7 Plaintiff before the Temporary Restraining Order is effective.

8  
9 DATED: \_\_\_\_\_

10 U.S. DISTRICT COURT JUDGE

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1 BART M. BOTTA, SBN 167051  
 2 MARION I. QUESENBERY, SBN 072308  
 3 RYNN & JANOWSKY, LLP  
 4 4100 Newport Place Drive, Suite 700  
 5 Newport Beach, CA 92660  
 Telephone: (949) 752-2911  
 Facsimile: (949) 752-0953

6 Attorneys for Plaintiff  
 7 REY REY PRODUCE SFO, INC.

8  
 9 UNITED STATES DISTRICT COURT

10 FOR THE NORTHERN DISTRICT OF CALIFORNIA

11  
 12 SAN FRANCISCO DIVISION

13 REY REY PRODUCE SFO, INC., a  
 14 California Corporation,

15 Plaintiff,

16 v.

CASE NO.  
**[PROPOSED] PRELIMINARY  
 INJUNCTION**

17  
 18 MIS AMIGOS MEAT MARKET,  
 19 INC., a California Corporation; URIEL  
 20 GONZALEZ, an individual;  
 21 ALEJANDRO COSTA, an individual,

22 Defendants.

23 This matter is before the Court upon Plaintiff's Motion for Preliminary  
 24 Injunction or alternatively Temporary Restraining Order with Notice pursuant to  
 25 Rule 65(b) of the Federal Rules of Civil Procedure.

26 Pursuant to Rule 65(b), a temporary restraining order may be granted if it  
 27 clearly appears from specific facts shown by affidavit or verified complaint that

1 immediate and irreparable injury, loss or damage will result to Plaintiffs absent  
 2 injunctive relief.

3 In this case, it clearly appears from the declarations of the representatives of  
 4 REY REY PRODUCE SFO, INC. (hereinafter referred to as "Plaintiff"), and Bart  
 5 M. Botta that Plaintiff is a produce dealer and creditor of Defendants MIS  
 6 AMIGOS MEAT MARKET, INC. ("MAMM"), a corporation; URIEL  
 7 GONZALEZ ("UG"), an individual, and ALEJANDRO COSTA ("AC"), an  
 8 individual; (hereinafter referred to collectively as "Defendants"). Under Section  
 9 5(c) of the Perishable Agricultural Commodities Act ("PACA"), 7 U.S.C.  
 10 §499e(c), and that Defendants have not paid the principal amount of \$88,753.30  
 11 due to Plaintiff for produce purchased by Defendants as required by the PACA.  
 12 Plaintiff also established to the Court's satisfaction that Defendants are in severe  
 13 financial jeopardy and the PACA Trust is being threatened with dissipation. Based  
 14 upon the affidavits and certification of Plaintiff and Plaintiff's counsel, it appears  
 15 that Defendants are not or may not be in a position to pay Plaintiff's claim.

16 The pleadings and supporting documents on file establish the Defendants  
 17 either dissipated the PACA Trust or have presented a sufficient threat of  
 18 dissipation of such trust to warrant the relief granted in this Order. On the basis of  
 19 the pleadings, affidavits and other submissions Plaintiff filed in this matter, and  
 20 further based upon the findings of fact adopted by this Court, it appears the  
 21 Plaintiff will suffer immediate and irreparable injury due to Defendants'  
 22 dissipation of Plaintiff's beneficial interest in the statutory trust created pursuant to  
 23 7 U.S.C. §499e(c) and that such dissipation will continue in the absence of  
 24 injunctive relief.

25 Once dissipation has occurred, recovery of trust assets is all but impossible.  
 26 H.R. Rep. No. 543, 98th Cong., 2d Sess. 4 (1983), reprinted in 1984 U.S. Code &  
 27 Admin. News 405,411. *Tanimura And Antle, Inc. v. Packed Fresh, Inc.*, 222 F.3d  
 28 132, 140-141 (3d Cir. 2000); *J.R. Brooks & Sons, Inc. v. Norman's Country*

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1       Market, Inc., 98 B.R. 47 (Brcty. N.D.Fla. 1989). Entry of this Order without  
 2 Notice assures retention of the trust assets under the control of the Court, which is  
 3 specifically vested with jurisdiction over the trust. 7 U.S.C. §499e(c)(4).

4       Upon review of Plaintiff's Complaint, on file in the above-titled action, and  
 5 Plaintiff's *ex parte* application for injunctive relief, and declarations, exhibits and  
 6 Memorandum of Points and Authorities in support of Plaintiff's Motion for a  
 7 Temporary Restraining Order and/or Preliminary Injunction submitted therewith,  
 8 and all documents on file with the Court, and it appearing to the satisfaction of the  
 9 Court that this is a proper case for granting a Preliminary Injunction,

10      IT IS HEREBY ORDERED that Defendants MIS AMIGOS MEAT  
 11 MARKET, INC., URIEL GONZALEZ, and ALEJANDRO COSTA, be and  
 12 hereby are preliminarily enjoined during the pendency of this action, pursuant to  
 13 Rule 65 of the Federal Rules of Civil Procedure, from engaging in, committing, or  
 14 performing directly and indirectly, any and all of the following facts:

15      A.     Removing, withdrawing, transferring, assigning or selling to any other  
 16 person or entity, the proceeds from the sales of any or all existing or future  
 17 inventories of food or other products derived from perishable agricultural  
 18 commodities and/or receipts of payment for such commodities or crops sold prior  
 19 to the date of this order and/or otherwise disposing of assets, books or funds;

20      B.     Taking any other action whatsoever which causes, has the effect of  
 21 causing, or which otherwise dissipates Plaintiff's beneficiary interests in the trust  
 22 assets;

23      C.     Taking any other action whatsoever which violates 7 U.S.C.  
 24 §499e(c)(1) through (4), inclusive, and 7 U.S.C. §499b(4) [§2 of Perishable  
 25 Agricultural Commodities Act ("PACA")].

26      IT IS FURTHER ORDERED that Defendants, their officers, directors,  
 27 bankers, agents, subsidiaries, successors, assignees, principals, assignors, attorneys  
 28 and persons acting in concert with them, shall within 24 hours after being served

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1 with this Order distribute PACA Trust assets in the amount of at least \$96,839.52  
 2 which includes \$88,753.30, the cumulative amount of the PACA Trust principal  
 3 owing to Plaintiffs plus \$3,966.22 in finance charges through March 17, 2008,  
 4 calculated at the agreed-upon rate of 1-1/2% per month plus \$3,770.00 as  
 5 reasonable attorneys' fee as well as costs of \$350.00.

6 IT IS FURTHER ORDERED that during the pendency of this action,  
 7 Defendants, their agents, bankers, subsidiaries, successors, assignees, principals,  
 8 attorneys, and persons acting in concert with them shall be and hereby are  
 9 prevented from transferring, withdrawing or in any other manner removing  
 10 Perishable Agricultural Commodities Act [7 U.S.C. §499e et seq.] trust assets,  
 11 including funds on deposit in banking accounts held by or on behalf of Defendants,  
 12 from Defendants' banking accounts, including but not limited to Defendants'  
 13 account(s) located at Bank of the West, account number 183151240, or any other  
 14 subsequently discovered banking account standing in one or more of Defendants'  
 15 names.

16 IT IS FURTHER ORDERED that in the event Defendants lack sufficient  
 17 funds to promptly deposit the sums described above, Defendants shall be and  
 18 hereby are required and ordered to:

19 D. Immediately account to Plaintiff for all assets of the PACA trust from  
 20 commencement of Defendants' business through the date of this Order.

21 E. Immediately assign Defendants' inventory of perishable agricultural  
 22 commodities and produce related receivables to Plaintiff for collection until  
 23 Plaintiff is fully paid, and deposit and/or deliver complete accounts, records, and  
 24 information of all of said receivables to Plaintiff's counsel without charge to the  
 25 trust, and subject to Plaintiff's counsel making a weekly accounting for all  
 26 receivables received or collected by Plaintiff's counsel in that regard. Plaintiff's  
 27 counsel shall act as trustee in connection with its duties of collection of the  
 28 accounts receivable and shall deposit any cash assets of the trust which are

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1 collected under this order in a trust account. In Plaintiff's sole discretion, to the  
 2 extent necessary to prevent loss of Defendants' inventory of perishable agricultural  
 3 commodities through decay, over-ripening, spoliation or improper storage or  
 4 handling; Plaintiff may immediately take possession of any such inventory and sell  
 5 such inventory through a PACA licensed broker. The proceeds of any such sales  
 6 shall be held in trust by Plaintiffs' counsel pending further order of this court. Any  
 7 broker retained by Plaintiff or Plaintiff's counsel to effectuate such sales may  
 8 retain a brokerage commission in an amount reasonable and customary in the  
 9 produce industry.

10       H. Endorse any checks made, endorsed or paid, to Defendants which are  
 11 trust assets and which are in their possession or obtainable by Defendants at the  
 12 time of the entry of this Order, or which Defendants obtain or which become  
 13 obtainable by Defendants after the entry of this Order, including but not limited to  
 14 checks representing payment for sales of growing crops, and shall deliver said  
 15 assets within 48 hours of Defendants' receipt of them to Plaintiff's counsel as set  
 16 forth above. Likewise, Defendants shall deliver any cash assets of the PACA trust  
 17 which are in its possession or are obtainable by Defendants at the time of the entry  
 18 of this order, or which Defendants obtain or which become obtainable by  
 19 Defendants after entry of this Order, within 48 hours of Defendants' receipt of  
 20 them to Plaintiff's counsel.

21       I. On or before \_\_\_\_\_, 2008 file with this Court satisfactory  
 22 evidence of compliance with the terms of this Order.

23       IT IS FURTHER ORDERED that during the pendency of this action, and  
 24 continuing thereafter, Plaintiff and their counsel, agents, or representatives, shall  
 25 have full and complete and continuing access to all of Defendants' books and  
 26 records, which shall include but not necessarily be limited to, Defendants' accounts  
 27 receivable and payable ledgers, invoices, ledgers, computer runs, bank statements  
 28 and canceled checks, relating to Defendants' business and personal financial status

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1 from commencement of Defendants' business activities forward for the purpose of  
2 verifying Defendants' accountings required by this Order and for enforcement of  
3 this Order. Defendants shall, upon 2 business days notice by Plaintiff's counsel,  
4 allow inspection and copying of the books and records of said Defendants by  
5 Plaintiff or their representatives at Defendants' place of business.

6 IT IS FURTHER ORDERED that during the pendency of this action,  
7 Plaintiff shall be entitled to depose, under oath, at reasonable times and places,  
8 upon at least 2 business days notice, Defendants and/or Defendants' other  
9 principals, owners, directors, officers, shareholders, employees, agents and  
10 accountants concerning any matter pertaining to any accounting due pursuant to  
11 this Order, any books which Plaintiff is entitled to inspect under this Order, the  
12 trust assets or any of Defendants' assets, and/or Defendants' business practices,  
13 procedures or operations from commencement of Defendants' business activities.  
14

15 IT IS FURTHER ORDERED that no bond shall be required to be posted by  
16 Plaintiffs before the Preliminary Injunction is effective.  
17

DATED: \_\_\_\_\_

18 U.S. DISTRICT COURT JUDGE  
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Attorneys for Plaintiff  
REY REY PRODUCE SFO, INC.

UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

## SAN FRANCISCO DIVISION

REY REY PRODUCE SFO, INC., a  
California Corporation,

CASE NO. 8

1518

Plaintiff.

v.

MIS AMIGOS MEAT MARKET,  
INC., a California Corporation; URIEL  
GONZALEZ, an individual;  
ALEJANDRO COSTA, an individual,

**PLAINTIFF'S EX PARTE  
APPLICATION FOR  
TEMPORARY RESTRAINING  
ORDER OR, ALTERNATIVELY,  
FOR PRELIMINARY  
INJUNCTION; DECLARATION  
OF BART M. BOTTA IN  
SUPPORT THEREOF**

#### Defendants.

Plaintiff, REY REY PRODUCE SFO, INC., ("RRSFO"), (hereinafter referred to as "Plaintiff"), by the undersigned attorney, applies for a Temporary Restraining Order, pursuant to Rule 65(b) of the Federal Rules of Procedure ("FRCP"), restraining Defendants MIS AMIGOS MEAT MARKET, INC. ("MAMM"), a California corporation; URIEL GONZALEZ ("UG"), an individual;

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1 and ALEJANDRO COSTA ("AC"), an individual; (hereinafter referred to  
2 collectively as "Defendants"), their agents, subsidiaries, successors, bankers,  
3 assignees, principals, assignors, employees, attorneys and persons acting in concert  
4 with them, from engaging in, committing, or performing, directly or indirectly, any  
5 or all of the following acts, pending a hearing and determination of Plaintiff's  
6 motion for a preliminary injunction:

7       A. Removing, withdrawing, transferring, assigning or selling to any other  
8 person or entity, the proceeds from the sales of any or all existing or future  
9 inventories of food, including but not limited to inventory on hand, perishable  
10 agricultural commodities and/or other products derived from perishable  
11 agricultural commodities, and or receipts of payments for produce sold prior to the  
12 date of this order, and/or otherwise disposing of corporate assets, books or funds;

13       B. Taking any other action whatsoever which causes, has the effect of  
14 causing, or which otherwise dissipates Plaintiff's beneficiary interests in the PACA  
15 trust assets;

16       C. Taking any other action whatsoever which violates 7 U.S.C.  
17 §499e(c)(1) through (4) and 7 U.S.C. §499b(4) [§2 of the Perishable Agricultural  
18 Commodities Act ("PACA")];

19       D. Transferring, withdrawing, or in any other manner removing PACA  
20 trust assets, including such assets on deposit in banking accounts held by or on  
21 behalf of Defendants at any and all banking institutions, from Defendants' banking  
22 accounts, including but not limited to any and all Defendants accounts held with  
23 Bank of the West, account number 183151240, or in any other bank account  
24 subsequently determined to be standing in the names of Defendants, or any one of  
25 them.

26       Plaintiff also applies for a Temporary Restraining Order which requires  
27 Defendants, their agents, subsidiaries, successors, assignees, principals, assignors,  
28 attorneys and persons acting in concert with them, to:

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E. Deposit in court or in a separate trust account to be opened by Plaintiff's attorneys, the trust assets, in an amount of at least \$96,839.52, which includes the principal of \$88,753.30, plus \$3,966.22 in finance charges through March 17, 2008, calculated at the agreed-upon rate of 1-1/2% per month, plus \$3,770.00 as reasonable attorneys' fee as well as costs of \$350.00, all of which is perfected under the PACA trust provisions pursuant to 7 U.S.C. 499e. In the event that Defendants lack sufficient funds to promptly deposit the total sum requested, Defendants shall transfer any and all monies in its bank accounts or on hand with the registry of the Court or into a trust account in the name of Plaintiff's attorney. Any or all receivables or monies which Defendants obtain subsequent to the date on which the Temporary Restraining Order issues, shall be applied to satisfy the \$96,839.52 deposit required above.

This application is made on the ground that Defendants have violated the statutory trust provisions under the PACA [7 U.S.C. §499e(c)(1) through (4)] by failing to preserve Plaintiff's trust assets, and on the further ground that irreparable injury will result to Plaintiff if Defendants are permitted to continue dissipating assets before the matter can be heard on notice. This Application is based on the Complaint on file herein, the declarations of Manuel Reynoso and Bart M. Botta, and all exhibits in support thereof, the Memorandum of Points and Authorities filed herewith and all other and further documentary and oral evidence as may be presented at the time of the hearing of this matter, if any is necessary.

RYNN & JANOWSKY, LLP

By: BART M. BOTTA, attorneys  
for Plaintiff

DATED: March 18, 2008

**DECLARATION OF BART M. BOTTA**

I, BART M. BOTTA, declare as follows:

1. I am a partner in the law firm of Rynn & Janowsky, counsel of record  
2 for the Plaintiffs and moving party herein, REY REY PRODUCE SFO, INC.  
3 ("RRSFO"), (hereinafter referred to as "Plaintiff"), and I make this declaration in  
4 support of Plaintiff's Application for a Temporary Restraining Order and Order to  
5 Show Cause re Preliminary Injunction.

6 2. I have personal knowledge of all facts contained in this declaration  
7 and if called as a witness, I could and would competently testify to all of the  
8 following. As to those matters set forth herein on information and belief, I believe  
9 them to be true.

10 3. I have reviewed the invoices of RRSFO that are the subject of this  
11 lawsuit and believe that Plaintiff has complied with all statutory requirements  
12 necessary to preserve its trust rights under the Perishable Agricultural  
13 Commodities Act [7 U.S.C. §499e et seq. ("PACA")] for the outstanding invoices  
14 in the principal amount of \$88,753.30 due to RRSFO. True and correct copies of  
15 RRSFO's account receivable ledger and invoices are attached as Exhibit 2 and  
16 Group Exhibit 3 and Group Exhibit 4, respectively to the Declaration of Manuel  
17 Reynoso, filed simultaneously herewith.

18 4. During the course of Plaintiff's business relationship with  
19 Defendants, Defendants regularly purchased in excess of \$420,000.00 worth of  
20 perishable agricultural commodities annually from Plaintiff alone. Appended  
21 hereto as **Exhibit 1** and Exhibit 2 to the Declaration of Manuel Reynoso filed  
22 simultaneously herewith are true and correct copies of Plaintiff's accounts  
23 receivable history reports verifying that between February 2006 and December  
24 2007, Defendants purchased at least \$909,028.61 worth of produce. Thus,  
25 Defendants meet the requirements of 7 U.S.C. §499a(b)(6) for the definition of a  
26 "dealer" (defined as purchasing \$230,000 worth of produce in any calendar year).

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1 Defendants also purchased over 2,000 pounds of produce in any given day which  
2 meets the definition of "wholesale or jobbing" quantities, under 7 C.F.R. §46.2(m),  
3 and thus Defendants were required to be licensed under the PACA, and were  
4 operating "subject to licensure" under the PACA and all of the rules and  
5 regulations promulgated under the PACA.

6 5. For the reasons explained in the Memorandum of Points and  
7 Authorities filed in support of this ex parte application, and in the Declaration of  
8 Manuel Reynoso, filed simultaneously herewith, I believe that Plaintiff has taken  
9 all steps necessary to perfect Plaintiff's PACA trust rights for the full principal  
10 balance remaining of \$88,753.30 due to RRSFO plus attorney's fees and finance  
11 charges as discussed.

12 6. I have reviewed Plaintiff's invoices issued to Defendant MAMA in  
13 connection with the subject sales. Those invoices contain a provision by which  
14 Plaintiff and Defendants agreed that in the event legal action is commenced to  
15 collect the sums due under the invoices, that Plaintiff will be entitled to recover its  
16 attorney's fees and court costs incurred in such an action, plus finance charges at  
17 the rate of 1.5% per month. True and correct copies of such invoices are attached  
18 as Group Exhibit 3 and Group Exhibit 4, to the Declaration of Manuel Reynoso  
19 filed simultaneously herewith.

20 7. This law firm was retained by Plaintiff on or about January 18, 2008,  
21 to represent it in this matter. To date, I have expended 11.6 hours on this matter  
22 at a billable rate of \$325.00 per hour for a total of \$3,770.00. Filing fees of  
23 \$350.00 have also been incurred. Accordingly, for reasons that are thoroughly  
24 established in the Complaint and Memorandum of Points and Authorities filed  
25 concurrently herewith, I am requesting that Plaintiff be allowed to recover its  
26 attorney's fees and costs in the amount of \$4,120.00.

27 8. Additionally, finance charges have accrued on the past due balance at  
28 the agreed-upon rate of 1-1/2% per month (18% annually) from the date each

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NEWPORT BEACH, CALIFORNIA 92660  
(949) 752-2911  
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obligation became due for Plaintiffs. I have calculated the finance charges on the cumulative finance charges due to be \$3,966.22 for Plaintiff through March 17, 2008. Attached hereto and incorporated herein by this reference as **Exhibit 2** is an amortization schedule establishing the amount of accrued finance charges.

9. The Ninth Circuit has recently recognized that when a produce seller includes written provisions on invoices providing for recovery of attorney's fees and finance charges incurred in connection with the produce sale, those charges are to be included within the total PACA trust claim. See, *Middle Mountain Land & Produce, Inc. v. Sound Commodities, Inc.*, 307 F.3d 1220 (9<sup>th</sup> Cir. 2002). Thus, Plaintiff's attorney's fees and finance charges should be included as part of Plaintiff's PACA trust claim.

10. Attached hereto as **Exhibit 3** is Plaintiff's Proposed Temporary Restraining Order and Order to Show Cause Re Preliminary Injunction and Proposed Preliminary Injunction. Attached hereto as **Exhibit 4** is Plaintiff's Proposed Preliminary Injunction.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed this 18th day of March, 2008, at Newport Beach, California.

  
BART M. BOTTA

10:58 AM  
02/27/08  
Accrual Basis

**REY REY PRODUCE SFO, INC.**  
**Sales by Customer Summary**  
January 1, 2006 through February 27, 2008

<b>Mis Amigos Meat Market</b>										Oct 06	Nov 06	Dec 06	TOTAL
	Jan 06	Feb 06	Mar 06	Apr 06	May 06	Jun 06	Jul 06	Aug 06	Sep 06	Oct 06	Nov 06	Dec 06	
	0.00	60,156.30	59,631.45	61,960.45	64,429.00	50,004.25	57,487.00	42,799.55	27,199.70	30,396.15	15,423.15	11,098.00	480,585.00
<b>TOTAL</b>	<b>60,156.30</b>	<b>59,631.45</b>	<b>61,960.45</b>	<b>64,429.00</b>	<b>50,004.25</b>	<b>57,487.00</b>	<b>42,799.55</b>	<b>27,199.70</b>	<b>30,396.15</b>	<b>15,423.15</b>	<b>11,098.00</b>	<b>480,585.00</b>	

<b>Mis Amigos Meat Market</b>										Oct 07	Nov 07	Dec 07	TOTAL
	Jan 07	Feb 07	Mar 07	Apr 07	May 07	Jun 07	Jul 07	Aug 07	Sep 07	Oct 07	Nov 07	Dec 07	
	23,030.25	37,685.50	61,945.60	50,488.85	55,851.15	45,858.90	31,512.30	21,917.20	16,547.30	27,288.40	25,815.58	30,502.58	428,443.61
<b>TOTAL</b>	<b>23,030.25</b>	<b>37,685.50</b>	<b>61,945.60</b>	<b>50,488.85</b>	<b>55,851.15</b>	<b>45,858.90</b>	<b>31,512.30</b>	<b>21,917.20</b>	<b>16,547.30</b>	<b>27,288.40</b>	<b>25,815.58</b>	<b>30,502.58</b>	<b>428,443.61</b>

EXHIBIT 1

11:25 AM  
02/27/08  
Accrual Basis

**Rey Rey Produce SFO, Inc**  
**Cash and Collection A/R**

Type	Date	Num	Name	Memo	Amount
Payment	03/08/2006	8196	Mis Amigos Meat Market	Check	13,689.00
Payment	03/20/2006	8347	Mis Amigos Meat Market	Check	25,534.55
Payment	04/04/2006	8460	Mis Amigos Meat Market	Check	22,709.25
Payment	04/24/2006	8600	Mis Amigos Meat Market	Check	22,837.90
Payment	05/15/2006	8850	Mis Amigos Meat Market	Check	49,998.00
Payment	06/01/2006	8994	Mis Amigos Meat Market	Check	46,034.50
Payment	06/19/2006	9128	Mis Amigos Meat Market	Check	45,604.00
Payment	07/03/2006	9266	Mis Amigos Meat Market	Check	26,183.00
Payment	07/17/2006	9409	Mis Amigos Meat Market	Check	20,893.50
Payment	07/31/2006	9546	Mis Amigos Meat Market	Check	22,472.75
Payment	08/14/2006	1309	Mis Amigos Meat Market	Check	20,589.25
Payment	08/31/2006	1369	Mis Amigos Meat Market	Check	26,156.50
Payment	09/18/2006	1474	Mis Amigos Meat Market	Check	19,082.00
Payment	10/02/2006	1612	Mis Amigos Meat Market	Check	18,864.50
Payment	10/23/2006	1863	Mis Amigos Meat Market	Check	21,402.55
Payment	11/17/2006	1977	Mis Amigos Meat Market	Check	20,601.70
Payment	12/01/2006	2186	Mis Amigos Meat Market	Check	15,293.90
Payment	12/02/2006	2250	Mis Amigos Meat Market	Check	11,409.75
Payment	01/03/2007	2554	Mis Amigos Meat Market	Check	15,156.50
Payment	01/29/2007	2806	Mis Amigos Meat Market	Check	15,485.90
Payment	02/26/2007	2988	Mis Amigos Meat Market	Check	22,727.75
Payment	03/15/2007	3090	Mis Amigos Meat Market	Check	24,943.25
Payment	04/05/2007	3235	Mis Amigos Meat Market	Check	13,208.75
Payment	04/06/2007	3388	Mis Amigos Meat Market	Check	4,538.25
Payment	04/23/2007	3509	Mis Amigos Meat Market	Check	17,309.00
Payment	05/10/2007	3627	Mis Amigos Meat Market	Check	31,538.10
Payment	05/23/2007	3773	Mis Amigos Meat Market	Check	22,487.85
Payment	06/07/2007	3892	Mis Amigos Meat Market	Check	27,279.65
Payment	06/25/2007	4025	Mis Amigos Meat Market	Check	21,829.00
Discount	07/16/2007		Mis Amigos Meat Market	Check	16.00
Payment	07/23/2007	4136	Mis Amigos Meat Market	Check	38,310.45
Payment	08/02/2007	4279	Mis Amigos Meat Market	Check	12,880.25
Payment	08/13/2007	4411	Mis Amigos Meat Market	Check	30,840.45
Payment	08/29/2007	4530	Mis Amigos Meat Market	Check	16,838.35
Payment	09/04/2007	4683	Mis Amigos Meat Market	Check	13,260.95
Payment	10/01/2007	4811	Mis Amigos Meat Market	Check	13,522.50
Payment	10/22/2007	4990	Mis Amigos Meat Market	Check	2,982.00
Payment	10/22/2007	5156	Mis Amigos Meat Market	Check	12,953.00
Payment	11/19/2007	5427	Mis Amigos Meat Market	Check	11,957.50
Payment	12/10/2007	5806	Mis Amigos Meat Market	Check	18,104.90
Payment	12/18/2007	6037	Mis Amigos Meat Market	Replaced Ch 5806 NSF	18,139.90
Payment	01/02/2008	6037	Mis Amigos Meat Market	Re-Deposit Ch 6037 NSF	18,139.90

**Total 873,806.75**

10:30 AM  
01/17/08  
Accrual Basis

**REY REY PRODUCE SFO, INC.**  
**Customer Open Balance**  
**All Transactions**

Type	Date	Num	Memo	Due Date	Open Balance	Balance
<b>MIS AMIGOS MEAT MARKET, INC.</b>						
Invoice	04/17/2007	65779		05/17/2007	36.00	36.00
Invoice	05/01/2007	66316		05/31/2007	18.00	54.00
Invoice	05/08/2007	66479		06/07/2007	256.00	310.00
Invoice	05/18/2007	66826		06/17/2007	84.00	394.00
Invoice	05/18/2007	66828		06/17/2007	2,586.00	2,980.00
Invoice	05/22/2007	66841		06/21/2007	24.00	3,004.00
Invoice	05/22/2007	66843		06/21/2007	20.00	3,024.00
Invoice	05/25/2007	67113		06/24/2007	39.00	3,063.00
Invoice	05/30/2007	67133		06/29/2007	52.00	3,115.00
Invoice	05/30/2007	67134		06/29/2007	34.50	3,149.50
Invoice	05/31/2007	67323		06/30/2007	597.00	3,746.50
Invoice	06/01/2007	67333		07/01/2007	1,456.00	5,202.50
Invoice	06/08/2007	68087		07/08/2007	93.00	5,295.50
Invoice	07/07/2007	68664		08/06/2007	434.00	5,729.50
Invoice	10/03/2007	72122		11/02/2007	469.00	6,198.50
Invoice	10/23/2007	72623		11/22/2007	550.50	6,749.00
Invoice	10/23/2007	72624		11/22/2007	924.00	7,673.00
Invoice	10/23/2007	72625		11/22/2007	1,048.50	8,721.50
Invoice	10/26/2007	72721		11/25/2007	740.50	9,462.00
Invoice	10/26/2007	72722		11/25/2007	779.00	10,241.00
Invoice	10/26/2007	72723		11/25/2007	324.00	10,565.00
Invoice	10/30/2007	72829		11/29/2007	1,145.50	11,710.50
Invoice	10/30/2007	72830		11/29/2007	3,512.50	15,223.00
Invoice	11/02/2007	72904		12/02/2007	586.50	15,809.50
Invoice	11/02/2007	72906		12/02/2007	435.50	16,245.00
Invoice	11/02/2007	72905		11/02/2007	3,632.10	19,877.10
Invoice	11/03/2007	72971		11/03/2007	604.50	20,481.60
Invoice	11/06/2007	73012		12/06/2007	672.50	21,154.10
Invoice	11/06/2007	73013		11/06/2007	2,767.60	23,921.70
Invoice	11/06/2007	73014		12/06/2007	209.00	24,130.70
Invoice	11/09/2007	73116		11/09/2007	2,743.50	26,874.20
Credit Memo	11/09/2007	4265	73116	11/09/2007	-12.00	26,862.20
Invoice	11/10/2007	73170		12/10/2007	960.00	27,822.20
Invoice	11/10/2007	73171		11/10/2007	288.50	28,110.70
Invoice	11/13/2007	73185		11/13/2007	2,643.00	30,753.70
Invoice	11/16/2007	73266		12/16/2007	457.00	31,210.70
Invoice	11/16/2007	73267		12/16/2007	311.00	31,521.70
Invoice	11/17/2007	73324		12/17/2007	349.00	31,870.70
Invoice	11/21/2007	73408		12/21/2007	826.00	32,696.70
Credit Memo	11/21/2007	4267	73408	12/21/2007	-155.00	32,541.70
Invoice	11/24/2007	73461		12/24/2007	2,756.00	35,297.70
Invoice	11/24/2007	73462		12/24/2007	1,068.50	36,366.20
Credit Memo	11/24/2007	4268	73461	12/24/2007	-414.00	35,952.20
Credit Memo	11/24/2007	4269	73462	12/24/2007	-191.00	35,761.20
Invoice	11/27/2007	73512		12/27/2007	2,014.50	37,775.70
Credit Memo	11/27/2007	4270	73512	12/27/2007	-38.00	37,737.70
Invoice	11/30/2007	73605		12/30/2007	3,320.00	41,057.70
Invoice	11/30/2007	FC 20	Finance Charge	11/30/2007	201.88	41,259.58
Credit Memo	11/30/2007	4272	73605	12/30/2007	-324.00	40,935.58
Invoice	12/01/2007	73647		12/31/2007	360.00	41,295.58
Invoice	12/04/2007	73681		01/03/2008	838.50	42,134.08

10:30 AM  
01/17/08  
Accrual Basis

**REY REY PRODUCE SFO, INC.**  
**Customer Open Balance**  
**All Transactions**

Invoice	12/07/2007	73775		01/06/2008	3,118.50	45,252.58
Invoice	12/07/2007	73776		01/06/2008	951.00	46,203.58
Invoice	12/11/2007	73853		01/10/2008	913.50	47,117.08
Invoice	12/14/2007	73958		01/13/2008	3,682.00	50,799.08
Invoice	12/14/2007	73959		12/14/2007	574.60	51,373.68
Invoice	12/18/2007	74069		01/17/2008	1,526.50	52,900.18
Invoice	12/21/2007	74109		01/20/2008	5,484.00	58,384.18
Invoice	12/21/2007	6037	NSF FEE CH #6037	01/20/2008	35.00	58,419.18
Credit Memo	12/21/2007	4280	74109	01/20/2008	-36.50	58,382.68
Invoice	12/27/2007	74232		01/26/2008	5,977.00	64,359.68
Credit Memo	12/27/2007	4282	74232	01/26/2008	-19.00	64,340.68
Invoice	12/28/2007	74263		12/28/2007	2,402.60	66,743.28
Credit Memo	12/28/2007	4283	74263	12/28/2007	-133.50	66,609.78
Invoice	12/31/2007	74334		12/31/2007	4,388.00	70,997.78
Invoice	12/31/2007	FC 26	Finance Charge	12/31/2007	629.88	71,627.66
Credit Memo	12/31/2007	4285	74334	12/31/2007	-182.50	71,445.16
General Journal	01/08/2008	NSF 6037	NSF CH #6037		18,139.90	89,585.06
General Journal	01/08/2008	NSF 6037	NSF FEE CH #6037		35.00	89,620.06
<b>Total</b>					<b>89,620.06</b>	<b>89,620.06</b>

**MIS AMIGOS MEAT MARKET, INC**  
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